

## D. NEW BUSINESS

- D.1 Consideration, and action with respect to an Ordinance of the City Council of the City of Bastrop, Texas, authorizing the issuance and sale of City of Bastrop, Texas **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014**; providing for the security for and payment of said certificates; prescribing the form of said certificates; awarding the sale thereof; approving the paying agent/registrar agreement, and the official statement; and enacting other provisions relating to the subject. **D.1 51** M. Talbot
- D.2 Consideration and action with request to a request from the Bastrop Art in Public Places for the City Council to approve their proposed **“BASTROP DOWNTOWN SCULPTURE PROJECT.”** **D.2 103** M. Talbot
- D.3 Consideration, discussion and possible action on selecting firm to serve as Project Manager and provide installation of the **Advanced Meter Infrastructure** System for both water and electric meters and associated equipment for the City of Bastrop, Texas **D.3 109** M. Talbot
- D.4 Consideration and action with respect to approve an agreement between the Texas Department of Transportation and the City of Bastrop certain right of way acquisition related to the state highway 71 improvements project. **D.4 114** M. Talbot
- D.5 Consideration, discussion, and possible action on approval of a petition for a **Variance** allowing a **private well** to be drilled within the city limits of The City of Bastrop Located at **1904 Main Street** Bastrop TX. 78602. **D.5 129** T. Job
- D.6 Consideration, discussion, and possible action on approval of a petition for a **Variance** allowing a **private well** to be drilled within the city limits of The City of Bastrop located at **2200 Cedar Street** Bastrop TX. 78602. **D.6 142** T. Job
- D.7 Consideration, discussion and possible action on the **Award of Contract** to install a **backup Generator at the Loop 150 Tank yard and the Willow street water treatment plant.** **D.7 150** T. Job
- D.8 Consideration, and Action with respect to approval an **Agreement** between the **Texas Department of Transportation** and the City of Bastrop certain right-of-way acquisition related to the **State Highway 71 Improvements Project.** **D.8 154** M. Talbot

## E. EXECUTIVE SESSION

- E.1 The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.*, to discuss the following:
- SECTION 551.071(1)(A) & SECTION 551.071(2)** – Consultation with Attorney concerning: (1) potential, pending, threatened, and/or contemplated litigation or claims, including but not limited to **“Pine Forest Investments Group, LLC v The City of Bastrop, et al, cause No. 29,052, In the 21<sup>st</sup> Judicial District Court of Bastrop County, Texas,”** and/or (2) matter upon which the Attorney has a duty and/or responsibility to report to the governmental body, concerning same, and/or any other matters posted on the agenda.
  - SECTION 551.072** – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property.
  - SECTION 551.074** – Personnel Matters
- E.2 The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

## F. ADJOURNMENT

### CERTIFICATION

I certify that the above notice of meeting was posted at the Bastrop City Hall on the **23<sup>th</sup> day of May 2014 at 5:00 pm**

*Elizabeth Lopez*, Elizabeth Lopez, City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL AND COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE ARE REQUESTED TO CONTACT THE CITY SECRETARY’S OFFICE AT 512-332-8800. PLEASE PROVIDE A FORTY-EIGHT HOURS NOTICE WHEN FEASIBLE.

Confirm time posted: KR

CITY OF BASTROP

AGENDA ITEM:

D.2

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 20, 2014

MEETING DATE: May 27, 2014

Agenda Item: CONSIDERATION, AND ACTION WITH RESPECT TO A REQUEST FROM THE BASTROP ART IN PUBLIC PLACES FOR THE CITY TO COUNCIL TO APPROVE THEIR PROPOSED "BASTROP DOWNTOWN SCULPTURE PROJECT."

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

In accordance with the by-laws for "Bastrop Arts in Public Places" which was approved by the City Council. Prior to Bastrop Art in Public Places undertaking a project the project first must receive City Council approval. Attached for review and consideration by the Council is an "Arts in Public Places" proposal to undertake a "Sculpture Project in Downtown Bastrop and requesting City Council approval for the proposed project.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_

Under Budget: \_\_\_\_\_ Over Budget: \_\_\_\_\_

Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

8. Staff Recommendation: \_\_\_\_\_

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_



**BASTROP DOWNTOWN SCULPTURE PROJECT**  
**Bastrop Art in Public Places**  
**City of Bastrop, Texas**

*Bastrop, Texas is a unique blend of old and new. Nestled on the banks of the Colorado River, in the heart of the Lost Pines region, the Bastrop historic district offers a delightful selection of shops, restaurants and inns. Nearby neighborhoods have over 100 historic homes, many beautifully restored. A Texas Main Street City since 2007, Bastrop was also named a Distinctive Destination in 2010 by the National Trust for Historic Preservation in recognition of the City's work to preserve its historic character, promote heritage tourism and extend its welcome.*

The Bastrop Downtown Sculpture Project is a program of the Bastrop Art in Public Places Task Force and the City of Bastrop. It is an outdoor visual arts exhibition put in place annually. This highly visible and accessible exhibit will serve as an art destination for the residents of Bastrop County and Central Texas, as well as, visitors to the area. Viewers will have an opportunity to appreciate and be inspired by the variety, artistry and creativity unique to this exhibition. Sculptures from Texas artists that are selected through the juried process will be installed throughout the historic downtown Bastrop corridor for one full year (November 5, 2014, through October 15, 2015). The sculptures will vary in theme, construction and materials and may be on sale while on loan.

The winning sculptures will be presented at a Sculpture Stroll on Sunday afternoon, November 9, 2014, starting at 2pm. An awards ceremony will take place at 3pm at the gazebo on the Courthouse lawn followed by receptions to meet the artists at three galleries in downtown Bastrop.

**2014/2015 Call for Entries**

You are invited to submit your work to be displayed for the year-long public exhibit that showcases large scale, outdoor sculpture. The following criteria are required:

1. The artist must currently reside in the state of Texas.
2. The large scale sculptures need to fit on a 3' X 3' X 6" high pad, free standing and durable to withstand exposure to the elements for one year. Interactive sculptures with sound, lights, or

movements are admissible, however, electricity will not be provided therefore an alternative power source is required.

3. The sculpture may be for sale. In the event that a sculpture is purchased during the exhibit year, the purchaser is requested to keep the sculpture in place until the expiration date October 15th. If the sculpture is removed, the artist will install the same or a new sculpture subject to the committee approval and at the artist's expense.

4. Each artist may submit up to three works. Jurying is based on the originality and creativity of the sculpture, as well as, its safety, durability, and suitability for an outdoor public exhibit. A \$300 stipend per each accepted artist's sculpture will be issued for delivery, set up, and removal of sculptures. Insurance is provided.

5. A high resolution digital photograph of at least 300 dpi and 5x7 size is required to be juried, as well as, for marketing collateral. Please note that the quality of the photograph can influence the jury process. Send all photos, including an artist's photo by email.

6. Pending City Council approval the BAIPP will install up to twelve sculptures. Selection will be done by a blind jurying process by a pool of jurors chosen by BAIPP. The judging for awards will be done after the installation of the sculptures by another panel of jurors. Prizes will be \$1500 for "Best of Show", \$1000 for second place and \$500 for third place. The remaining artists who were selected will receive Honorable Mention and \$200.

7. Participating artists will meet with a BAIPP representative in Bastrop by appointment on November 5th or 6th to install their sculpture. The sculpture must have steel tabs or plates attached to the bottom for purposes of bolting to a secure concrete slab. Installation is the artist's responsibility but BAIPP will provide help and equipment for heavy work. BAIPP will determine what kind of attachment is needed depending on location.

8. All artists selected to exhibit a sculpture will be required to sign an artist's agreement with the City of Bastrop.

## EXHIBITION SCHEDULE

July 1, 2014: Submission Deadline

Confirmations of receipt of submissions

August 1, 2014: Notification of Acceptance

November 5 and 6, 2014: Installation (in the event of inclement weather installation rescheduled by appointment)

November 9, 2014: 2 pm Sculpture Stroll

3 pm Awards Ceremony

3:30-6 pm Artist Receptions

October 15, 2015: Uninstall Work by appointment

For artist or event information, please contact Deborah Johnson with the Bastrop Art in Public Places Committee at 512 657-4275.

**BASTROP DOWNTOWN SCULPTURE PROGRAM**  
**Aka: Bastrop Community Art Program**  
**A project of Bastrop Art in Public Places (BAIPP)**

**2014/2015 Artist and Entry Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: Home ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Fax ( ) \_\_\_\_\_

**Title #1** \_\_\_\_\_

**Materials** \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Weight: \_\_\_\_\_

Sales Price \$ \_\_\_\_\_

**Title #2** \_\_\_\_\_

Materials \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Weight: \_\_\_\_\_

Sales Price \$ \_\_\_\_\_

**Title #3** \_\_\_\_\_

Materials \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_ Weight: \_\_\_\_\_

Sales Price \$ \_\_\_\_\_

**BASTROP DOWNTOWN SCULPTURE PROJECT**

**BUDGET**

**BASED ON A MAXIMUM OF 12 SCULPTURES**

Installation costs paid to artist @ \$300 per sculpture	\$3600
Cost of concrete pads (3ft x 3 ftx 6in with bolt)	pending
Prize money	\$4800
Ribbons and certificates	\$200
Artist reception	\$2000
Maps with locations and photos of BAIPP projects	pending

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 22, 2014

MEETING DATE: May 27, 2014

1. Agenda Item: Consideration, discussion and possible action on selecting firm to serve as project Manager and provide installation of the Advanced Meter Infrastructure System for both water and electric meters and associated equipment for the City of Bastrop, Texas.

2. Party Making Request: Mike Talbot, City Manager

3. Nature of Request: (Brief Overview) Attachments: Yes X No

4. Policy Implication:

On January 9, 2014, the City issued a Request for Proposal ("RFP") for an Advanced Metering Infrastructure System for both the electric and water system ("Project"). The Project will include replacing all electric and water meters to upgrade operations and customer services technology in the City's utility service areas. At the Special Utility Workshop held on January 21, 2014, a presentation was provided to the City Council for discussion and review. On February 27, 2014 the City opened the RFP submittals received.

After significant review and consideration, it is our recommendation to select Aqua Metric for the Project. Aqua Metric is an extremely qualified vendor with superior products and significant experience in AMI electric and water system installations throughout Texas. Additionally, through communications with other entities and professionals in this area, we believe the bid price to be reasonable.

5. Budgeted: Yes No N/A
Bid Amount: Budgeted Amount:
Under Budget: Over Budget:
Amount Remaining:

6. Alternate Option/Costs:

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE
a)
b)
c)

8. Staff Recommendation:

9. Advisory Board: Approved Disapproved None

10. Manager's Recommendation: Approved Disapproved None

11. Action Taken:

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**MEMORANDUM**

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**TO:** MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP  
**FROM:** MICHAEL H. TALBOT, CITY MANAGER  
**SUBJECT:** AWARD OF AMI PROJECT  
**DATE:** MAY 27, 2014

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Included in this memorandum is an overview of the AMI Project to install water and electric infrastructure, the bidding process completed by the City and the recommendation by the Technology Committee to the City Council of the successful bidder, Aqua Metric.

**I. Introduction**

On January 9, 2014, the City issued a Request for Proposal (“RFP”) for an Advanced Metering Infrastructure System for both the electric and water system (“Project”). The Project will include replacing all electric and water meters to upgrade operations and customer services technology in the City’s utility service areas. At the Special Utility Workshop held on January 21, 2014, a presentation was provided to the City Council for discussion and review. With favorable responses received from City Council the Technology Committee opened the responsive bids on February 27, 2014. The RFP was posted in accord with standard bidding procedures in the Local Government Code. In addition, the City contacted several businesses known to be experienced in these areas through the AGC Association of General Contractors.

**II. RFP Review**

On February 27, 2014, after extensive interviews with four (4) potential respondents, two of which dropped out of the bidding process due to the complexity of the installation, the City opened bid responses from Tantalus and Thirkettle Corporation d/b/a Aqua Metric Sales Company. The Tantalus base bid for complete installation of meters and infrastructure was \$1,651,401.89. Aqua Metric’s base bid was \$1,551,731.39.

While reviewing the submitted proposals to determine Best Value, it was noted that Tantalus had not included the City’s contract from the RFP in its bid response. The City’s contract addressed such things as warranty requirements, third-party liability, risk of loss, and liquidated damages. Accordingly, prior to reviewing Tantalus’ qualifications, the City attempted to confirm with Tantalus the essential contract points for the Project. Unfortunately, after significant discussions between the parties no understanding of contract terms was reached. (We believe part of the issue stemmed from Tantalus having its company base in Canada and its limited experience with AMI Systems for Texas municipalities.)

As a result, without agreement on the City’s Contract, Tantalus’ response was held incomplete and noncompliant with the bid specifications and was rejected.

### III. Examination and Analysis of Aqua Metric

Following rejection of Tantalus, the City undertook an extensive examination of the remaining bidder, Aqua Metric, to determine whether it could successfully complete the Project and provide the best value for the City with a base bid of \$1,551,731.39. The City had originally estimated an AMI cost of \$1,950,000. With bids coming in much lower than anticipated, the issuance of the bonds was lowered to \$1,700,000. This will allow room for contingency and any necessary change orders during the project implementation. If funds are remaining from the \$1,700,000 issue the City could continue with phase 2 type projects. It is foreseen we could pursue a City-wide Wi-Fi network or (HAN) Home area Network. These will only be considered if there is available funding remaining and City Council approval.

After significant review and consideration, the City strongly recommends Aqua Metric for the Project. Aqua Metric is an extremely qualified vendor with superior products and significant experience in AMI electric and water system installations throughout Texas. Additionally, through communications with other entities and professionals in this area, we believe the bid price to be reasonable. There was no increase in meter prices since 2012.

Aqua metric water and electric metering systems are leaders in the industry, include a 20-year warranty, and have a proven history of successful implementation and operation. References for Aqua Metric included a list of twenty (20) Texas municipalities, including five (5) complete “turn key” operations for water and electric. Once references were contacted, positive feedback was reported. Additionally, the City reviewed qualifications for the primary staff and Project Manager, as well as the subcontractors proposed to be used by Aqua Metric. All were determined to be either adequate or exemplary. The Cities contacted were the City of Brenham with 7,700 connections, City of Woodville with 1,800 connections, City of League City with 28,000 connections and the City of Brady with 6,000 connections.

Aqua Metric’s Proposed System is a Sensus FlexNet AMI Solution with two-way or “pingable” transmitters with total distribution coverage over the City using one Base Station over a FCC Licensed Frequency. Readings are transmitted directly from the meter endpoint to the Base Transceiver Station. On reaching the Base Station, the readings are sent to the back-end software using fiber.



In reliance on the above, the City is confident that Aqua Metric’s has the sophistication and experience to properly implement this Project for the best value for the City.

**VI. Installation of the AMI System**

The Aqua Metric system will be installed in approximately 13 months following contract execution. See attached deployment plan provided by Aquametric.

**VII. Notable Benefits**

In addition to the significant improvements to meter reading, customer billing and communication, accuracy, reconnect services, usage, oversight, safety, efficiency, among others, the following are the most pertinent benefits of Project implementation:

- 1) It is estimated that the City will achieve a 5% decrease in water loss and increased revenue through meter reliability and accuracy. This is approximately 65,000 Gal of water a day.
- 2) Leak Detection for both the City's infrastructure, and at a customers' address, thereby providing the customer more timely notification of a leak. The City can conserve water and the customer can lower their bill.
- 3) Increase the Utilities Management reporting capabilities which are necessary to provide more efficient and optimal utility operations.
- 4) More advanced theft detection will safeguard the City from loss in water supply.
- 5) BPL meters and those of our wholesale electric vendor will be read simultaneously in order to provide accuracy and "true pricing".



Aqua Metric Sales Company 6700 Guada Coma Dr., Schertz, TX 78154 • Phone: (210) 967-6300 Fax: (210) 967-6305



**City of Bastrop TX**  
**Sensus FlexNet AMI Project Deployment Plan**

FULL FLEXNET DEPLOYMENT	JUN 2014	JUL 2014	AUG 2014	SEP 2014	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015
PRE-CON MEETING, REVIEW & SIGN DOCUMENTS	█												
PERFORM FINAL BASE STATION SITE SURVEY	█												
ORDER BASE STATION(S) & RNI	█												
ORDER METERS & SMARTPOINTS	█												
CONFIRM BASE STATION(S) SHIP DATE	█												
BASE STATION(S) INSTALLATION XACT COMM.		█											
CONFIGURE/COMMISSION BASE STATION(S) & RNI			█										
FLEXWARE/LOGIC CONFIGURATION			█	█									
FLEXWARE/LOGIC TRAINING WITH BILLING DEPT.				█	█								
REFINE FLEXNET SYSTEM				█	█								
START FINAL SYSTEM CLEANUP					█	█							
METER & SMARTPOINT INSTALLATION					█	█	█	█	█	█	█	█	
ENDPOINT ACTIVATION AND TRAIING												█	
SYSTEM ACCEPTANCE SIGNOFF													█
PROJECT CLOSEOUT													█

**PROJECT NOTES**

1. Base Stations installed at Library Towers (30-45 days from ordering)
2. Establish remote connections to base stations (done during base station install)
3. Sensus to configure base stations through remote connection (first week after install)
4. Commission Hosted Pilot Logic Slot (completed after second week of install)
5. Sensus Conference Call with Bastrop & Billing Provider on Integration (completed third week after install)
6. Sensus and Billing provider to Sync Logic files (third week after install)
7. Test Sync files with billing upload and download (forth week after install)
8. Sensus Validation Workshop on site in Weatherford (fifth week after install)
9. Refine all data files in Logic and Incode (fifth week after install)
10. Install & Program pilot water meter transmitters (sixth week after install)
11. Begin Test Logic Pilot (sixth week after install)
12. Begin Deployment of Entire System (seventh week after install)

CITY OF BASTROP

AGENDA ITEM:

D.4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 20, 2014

MEETING DATE: May 27, 2014

Agenda Item: CONSIDERATION, AND ACTION WITH RESPECT TO APPROVE AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF BASTROP CERTAIN RIGHT-OF-WAY ACQUISITION RELATED TO THE STATE HIGHWAY 71 IMPROVEMENTS PROJECT.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

The attached agreement is known as the "Agreement to Contribute Right of Way Funds". This agreement provides for the City of Bastrop to contribute an amount equal to 10% of the estimated cost of right of way and utility adjustments. Due to the City of Bastrop qualifying as an economical disadvantaged city, an adjustment to the standard 10% has been applied. This adjustment is shown on schedule C of the Agreement. Tx.D.O.T. will handle the right of way acquisition and utility adjustments for the Local Government (LG). However, there are no known utility adjustments at this time. The following is an estimate of cost the City would participate:

Total Estimated cost (Right of Way)	\$1,932,645.00
City of Bastrop 2.7%	\$52,181.42. I would recommend the Council approve this agreement and fund in the amount of \$52,181.42 as being requested by Tx.D.O.T. The source of these funds would be from the October 2013 Certificates of Obligations which were for Right of Way Acquisition.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

8. Staff Recommendation: \_\_\_\_\_

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_

County:	<u>Bastrop</u>
District :	<u>Austin</u>
ROW CSJ #:	<u>0265-05-077</u>
CCSJ #:	<u>0265-05-067</u>
Federal Project #:	<u></u>
Federal Highway Administration	<u></u>
CFDA #:	<u>20.205</u>

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Bastrop, Texas, acting through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. SH 71 from 0.268 Miles West of SH 95 to 0.477 Miles West of SH 95, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County:	Bastrop
District :	Austin
ROW CSJ #:	0265-05-077
CCSJ #:	0265-05-067
Federal Project #:	
Federal Highway Administration	
CFDA #:	20.205

## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration  
 CFDA #: 20.205

reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

**4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed-upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

Local Government:	State:
_____	Director of Right of Way Division
_____	Texas Department of Transportation
_____	125 E. 11 <sup>th</sup> Street
_____	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
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 Federal Project #: \_\_\_\_\_  
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**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

County:	Bastrop
District :	Austin
ROW CSJ #:	0265-05-077
CCSJ #:	0265-05-067
Federal Project #:	
Federal Highway Administration	
CFDA #:	20.205

#### 16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### 17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

#### 18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### 19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**20. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**21. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

County: Bastrop  
 District: Austin  
 ROW CSJ #: 0265-05-077  
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 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration  
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- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
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 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration  
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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
 John P. Campbell, P.E.  
 Director, Right of Way Division  
 Texas Department of Transportation

\_\_\_\_\_  
 Date

County: Bastrop  
District : Austin  
ROW CSJ #: 0265-05-077  
CCSJ #: 0265-05-067  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration \_\_\_\_\_  
CFDA #: 20.205

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

County: Bastrop  
 District: Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

## ATTACHMENT B LOCATION MAP SHOWING PROJECT

**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
01	TITLE SHEET
02	PARCEL INDEX AND CONTROL
03	ROW PLAN BEGIN TO 1016+00
04	ROW PLAN 1016+00 TO 1028+00
05	ROW PLAN 1028+00 TO 1030+00
06	ROW PLAN 1030+00 TO 1040+00
07	ROW PLAN 1040+00 TO 1050+00
08	ROW PLAN 1050+00 TO 1060+00
09	ROW PLAN 1060+00 TO 1070+00
10	ROW PLAN 1070+00 TO 1080+00
11	ROW PLAN 1080+00 TO 1090+00
12	ROW PLAN 1090+00 TO 1100+00
13	ACQUISITION TABLE

UTILITY COMPANY	CHARACTER	ROW NUMBER
ENTER SOURCE		
INTERSECTION		512-512-8089
CITY OF BASTROP		512-04-18741
POWER LINE		512-344-2244
CONCRETE		512-227-2811

**SURVEY LEGEND**

- ① - SET 5/8" FROM ROW THE ALUMINUM CAP STAKED
- ② - ROW (TO BE REPEATED WITH TYPE A RIGHT-OF-WAY BANNER UPON COMPLETION OF CONSTRUCTION)
- ③ - SET 5/8" FROM WITH TIGHT ALUMINUM CAP STAKED "ACCESS BEYOND POINT"
- ④ - TYPE A MONUMENT SET
- ⑤ - TYPE B MONUMENT FOUND
- ⑥ - 5/8" FROM RED SET BY "ANALYSIS" ON LAKERS NOTE
- ⑦ - 5/8" FROM RED SET BY "TAG" ON "LAKERS NOTE"
- ⑧ - 1/2" FROM RED POINTS MARKS SET
- ⑨ - MARK FOR TOWER
- ⑩ - CALCULATED POINT
- ⑪ - PROPERTY LINE
- ⑫ - CENTER LINE
- ⑬ - SECTION BOUNDARY
- ⑭ - POINT OF CURVATURE
- ⑮ - POINT OF TANGENT
- ⑯ - POINT OF BEGINNING
- ⑰ - POINT OF COMMENCEMENT
- ⑱ - ACCESS ROAD LINE
- ⑲ - DEED RECORDS OF BASTROP COUNTY TEXAS
- ⑳ - OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY TEXAS
- ㉑ - PLAT RECORDS OF BASTROP COUNTY TEXAS

STATE OF TEXAS  
 DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

PLANS OF PROPOSED  
 RIGHT OF WAY PROJECT

STATE HIGHWAY 71  
 BASTROP COUNTY

ROW CSJ NO. 0265-05-277  
 CONST. CSJ NO. 0265-05-067

TITLE SHEET NO.	FEDORAL AND SUBJECT NO.	SHEET NO.
0		1

STATE	DIST.	COUNTY
TEXAS	AUSTIN	BASTROP

ROW CSJ	CONST. CSJ	DATE	BY
0265-05-277	0265-05-067	05/27/14	SH 71

ALL DRAWINGS ARE BASED ON THE TEXAS STATE PLANS COORDINATE SYSTEM. BEARING AND DISTANCES AND COORDINATES BEING USED IN THIS DRAWING ARE ADJUSTED TO THE CURVATURE BY PROJECT SURFACE FACTOR OF 1.00000.

THIS MAP IS AN INTERNAL LOOK DOCUMENT. THE CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.



Texas Department of Transportation

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY 5/19/2013

*Chris A. Chan*  
 DISTRICT SURVEYOR

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY \_\_\_\_\_

DIRECTOR OF TRANSPORTATION PLANNING AND DEVELOPMENT

FINAL APPROVAL \_\_\_\_\_

DISTRICT ENGINEER \_\_\_\_\_

NO EXCEPTIONS  
 NO VARIATIONS  
 ONE DOLLAR PROCEEDING

County: Bastrop  
District : Austin  
ROW CSJ #: 0265-05-077  
CCSJ #: 0265-05-067  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration \_\_\_\_\_  
CFDA #: 20.205

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County: Bastrop (City of Bastrop)  
 District: Austin - 14  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA # 20.205 \_\_\_\_\_  
 Not Research and Development \_\_\_\_\_

**Standard Contractual Agreement  
 Local Government Performs Work  
 EDC Adjustment  
 Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$1,932,645.00	90%	97.3%	\$1,880,463.58	10%	2.7%	\$52,181.42
Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
<b>TOTAL</b>	<b>\$1,932,645.00</b>	<b>90%</b>	<b>97.3%</b>	<b>\$1,880,463.58</b>	<b>10%</b>	<b>2.7%</b>	<b>\$52,181.42</b>

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 26, 2013 by virtue of attached Minute Order No. 113723, and approved a 68 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet. In addition to the 68 percent, an additional 5 percent is included in the adjustment for the existence of an economic development sales tax.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CITY OF BASTROP

AGENDA ITEM **D-5**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 6, 2014

MEETING DATE: May 27, 2013

1. Agenda Item: **Consideration, discussion and possible action on approval of a petition for a Variance allowing a private well to be drilled within the city limits of The City of Bastrop Located at 1904 Main Street Bastrop TX. 78602.**

2. Party Making Request: **Michael Powell Kresge**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No  N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE  
CONCURRENCE

a) \_\_\_\_\_

8. Staff Recommendation: **Upon Approval from City council per sec. 4.09.022 the party requesting the variance completes the administrative portion of the petition for variance, by requesting a well drilling permit from the Lost Pines Water conservation District. Secondly returning it to the Director of Water wastewater for verification of completion, and be brought back before council for a final decision regarding the Variance; within thirty days of completing the administrative petition.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_

## City of Bastrop

### Agenda Information Sheet:

City Council Meeting Date:



May 5, 2014

---

**Public Notice Description:** Consideration, discussion and possible action on approval of a petition for a Variance allowing a private well to be drilled within the city limits of The City of Bastrop Located at 1904 Main Street Bastrop TX. 78602.

---

**Item Summary:** The property owner of 1904 Main Street (Michael Powell Kresge) is requesting the city council allow a private irrigation well to be drilled on the aforementioned property. The well will be 5 inches in diameter and an estimated 250' deep. Mr. Kresge has filled out a request for variance and would like the permission of the council to progress forward by requesting a drilling permit from the Lost Pines Groundwater Conservation District. If the request for a permit is approved by the LPGCD the petitioner can complete the administrative application for variance and return to the council for a final decision within thirty days of an administratively complete variance request.

**City Contact:**

Trey Job – Director of Public Works

**Attachments:**

Request for Variance petition

REQUEST FOR VARIANCE - Permit Application

Request For Variance To Drill A Water Well Within The Bastrop City Limits
If approved, this form will also serve as the Well Drilling Permit Application

Applicant's Name: Michael Powell Kresge Site Address: 1904 Main Street
Mailing Address: 1904 Main Bastrop Texas Zip 78602
Email: mkresge@austin.rr.com Phone: (512) 844-4121
Is the applicant the OWNER of the property? (Yes) / No
Well Driller: Jackson Well Service
Driller's Certificate Number: 59214 WKP
Mailing Address: Po Box 234 Rosanky, TX Zip 78953
Phone: (512) 581-1176 Fax: ( )

Purpose of Water Well: Domestic Irrigation/Ag X Commercial Other

If "Other", please describe purpose:

Well Description: Approximate Size/Depth 5.0 Location of Well 1904 MAIN

Cost Estimate For Well (Including Specification) \$

NOTE: A copy of the engineering plans or detailed description of the operation to be conducted MUST be attached to this application as Exhibit 'A'.

- MK (initials) Applicant agrees that after the Variance is granted by the Council, but prior to the issuance of the well drilling permit by the City, the Applicant must provide documentation to the Director of Water and Wastewater that he/she has received a well drilling permit from the Lost Pines Ground Water Conservation District (or other applicable authority).
MK (initials) Applicant agrees that NO DRILLING will be allowed until the Permit for Well Drilling has been issued by the City of Bastrop's Water and Wastewater Director.
MK (initials) Applicant agrees that Driller (listed above) has or will perform all of the necessary line checks prior to beginning the requested work on the property.
MK (initials) Applicant agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Applicant.

MK (initials) Applicant and/or Driller must provide the City with written documentation of the Driller's valid certificate of insurance, covering the general liability for the proposed drilling activities, in the minimum amount of \$1 million US Dollars. In addition, Driller agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Driller.

MK (initials) Applicant agrees that this Variance shall remain valid and in affect for 120 days from the date executed by the City. A single extension of 60 additional days may be requested, in writing, by the Applicant and may be granted at the discretion of the Director of Water and Wastewater.

Indemnity Clause:

To the fullest extent permitted by law, the Driller and the Applicant shall indemnify and hold harmless the City and its' officers, agents, affiliates and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, whether incurred in the investigation or defense of same, arising out of or related to the performance of any of the driller's activities on the property, whether for bodily or personal injury, sickness, disease or death, or injury to or destruction of personal property, including the loss of use of any personal property, in whole or in part, by any negligent, grossly negligent or intentional act or omission of the driller or anyone directly or indirectly employed by or working at the direction of or in concert with the driller.

Pursuant to Section 4.09.002 "Variances" of Chapter 4, Business Regulations, Article 4.09 "Drilling or Mining"; I, Michael Powell Kresge, Name of Applicant allege that strict compliance with the City's Code of Ordinances would result in undue hardship and hereby request that a variance for water well drilling be granted.

Acknowledged and Agreed: Michael Powell Kresge  
Michael Powell Kresge 4/22/14  
Applicant / Property Owner Date

Notary:

State of Texas  
County of Bastrop

Sworn to and subscribed before me on the 22 day of April, 2014  
by Michael P. Kresge.



Sandra Martinez  
Notary Public's Signature

Acknowledged and Agreed:

[Signature]  
Well Driller

4-22-14  
Date

Notary:

State of Texas  
County of Bastrop

Sworn to and subscribed before me on the 22 day of April, 2014  
by Dave JACKSON

(Seal)



[Signature]  
Notary Public's Signature

*This section to be completed by Mayor of City of Bastrop:*

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BASTROP FINDS THAT:**

The circumstances required for granting approval of the above described variance, as set out in Section 4.09.002 of the Code of Ordinances do exist on the Property, and therefore, after consideration of the input received from the Applicant and the City's Staff, the request to grant the variance to the Applicant IS HEREBY GRANTED, with the following conditions, if any:

The above request for a well drilling variance was heard and granted on \_\_\_\_\_ by  
the City Council of Bastrop. Date

**Ordered and Executed on Behalf of the City Council:**

\_\_\_\_\_  
Mayor, City of Bastrop

STATE OF TEXAS  
COUNTY OF BASTROP

§  
§

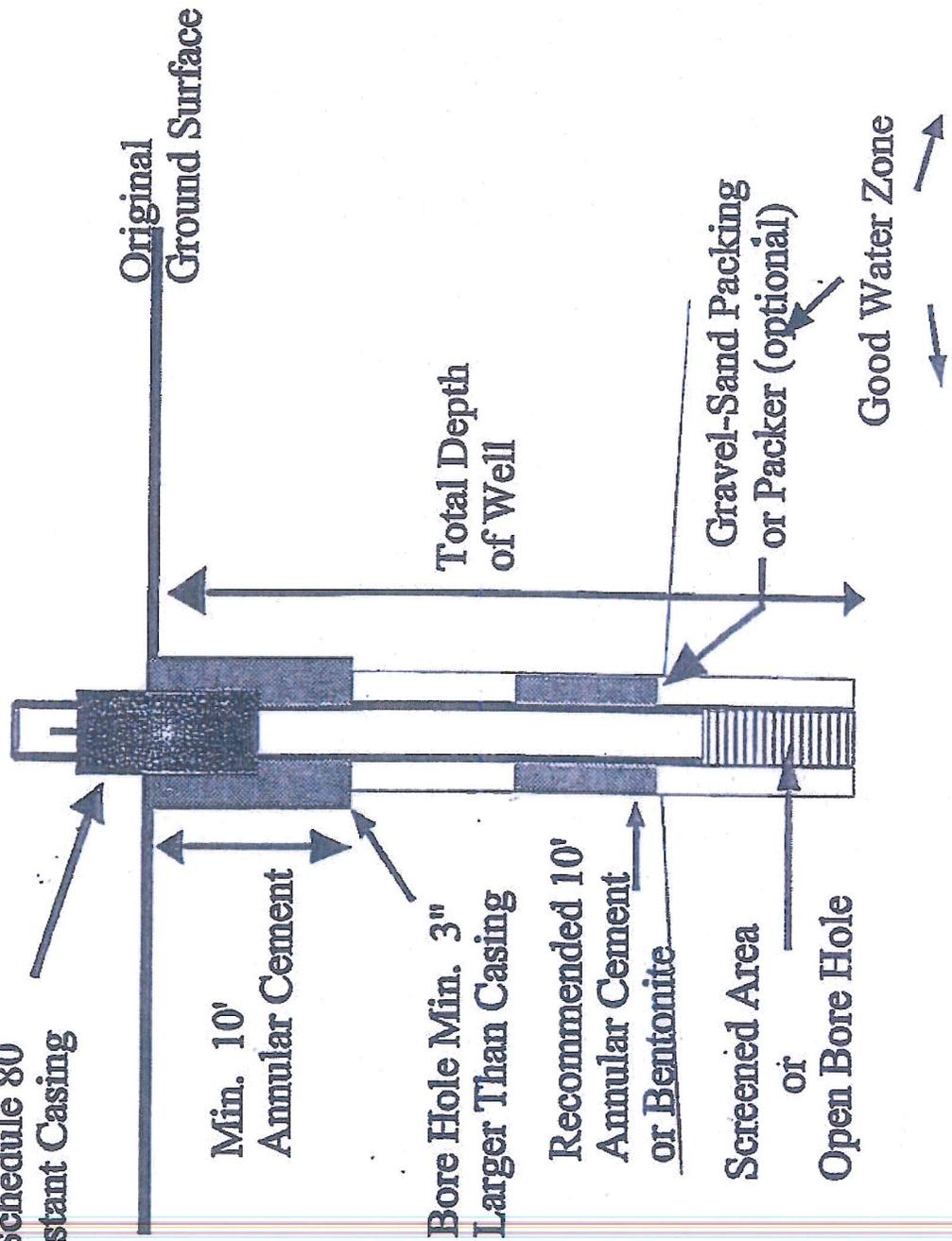
I, Elizabeth Lopez, City Secretary of the City of Bastrop, hereby certify that the attached "Action of the City Council of the City of Bastrop Granting a Variance to Drill a Well Within the City Limits" is a true and correct copy of the original document located in the City Secretary's Office, and I further certify that such document accurately reflects the action granting a variance taken by the City Council on \_\_\_\_\_, 20\_\_\_\_\_.

---

Elizabeth Lopez  
City Secretary  
City of Bastrop

# Alternative Surface Completion 76.1000 (d), (1)

Steel Sleeve to be 2"  
Larger in Diameter  
Than Plastic Casing  
or PVC Schedule 80  
Sun Resistant Casing



Min. 10'  
Annular Cement

Bore Hole Min. 3"  
Larger Than Casing

Recommended 10'  
Annular Cement  
or Bentonite

Screened Area  
or  
Open Bore Hole

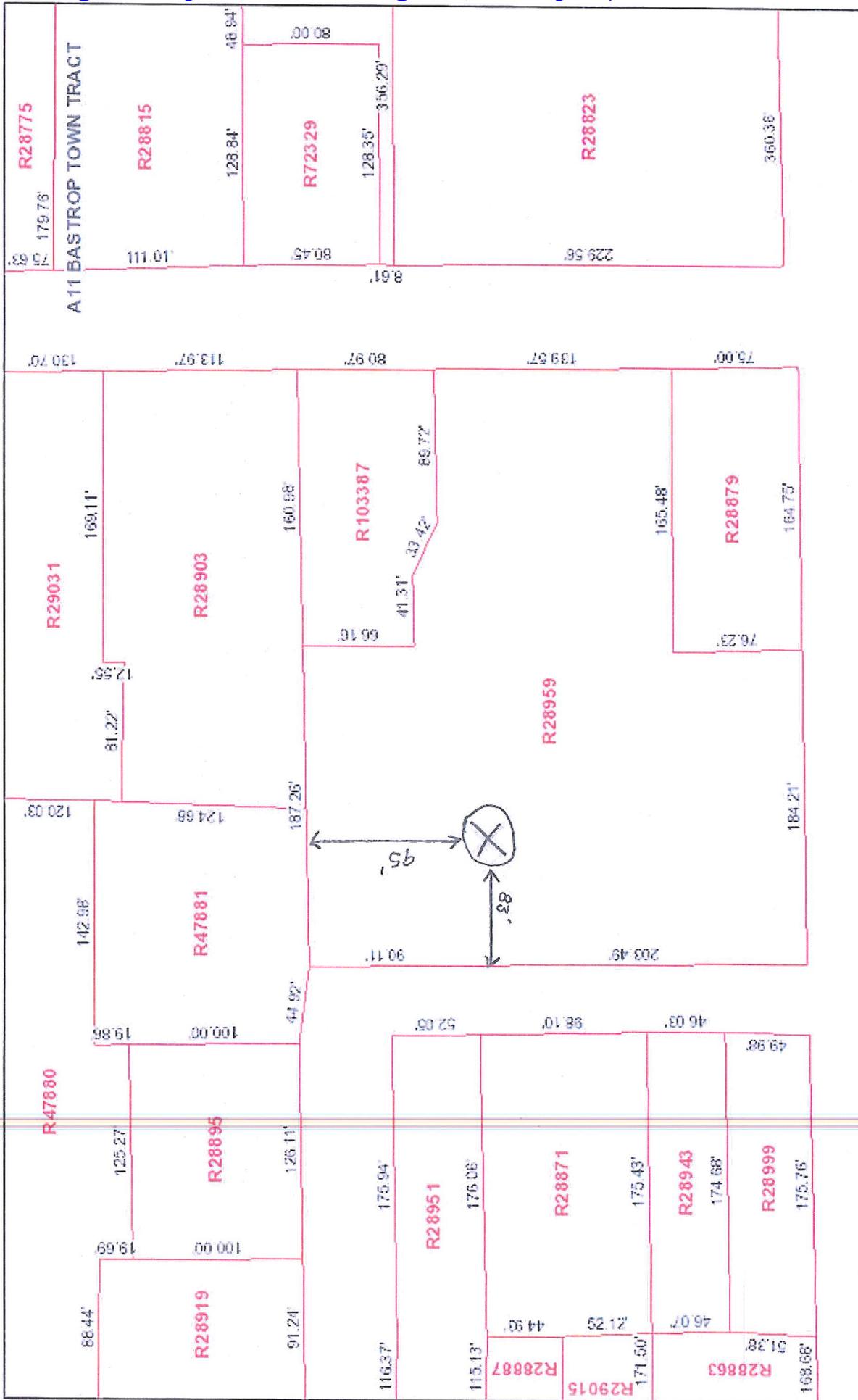
Total Depth  
of Well

Gravel-Sand Packing  
or Packer (optional)

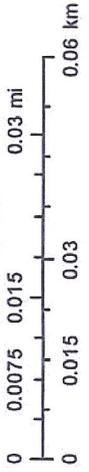
Good Water Zone

Original  
Ground Surface

Well 1904 Main street



1:1,128



May 6, 2014

- Parcels
- Abstracts
- Lot Lines

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



R47881

R28905

R103387

R28959

R28879

R28187

R28607

R28695

© 2012 Pictom

LOST PINES GROUNDWATER  
CONSERVATION DISTRICT  
DRILLING REGISTRATION

**Application Number:** 5862249

**Date Of Application:** 4/22/2014

**Owner:**

Michael  
P  
Kresge

**Address:**

1904 Main  
Bastrop  
T 78602-

**Type Of Well:** Exempt Domestic

*It has been determined that the above applicant plans to drill a water well which would be exempt under Lost Pines Groundwater Conservation District rule 8.6. The applicant has registered the well with the District and may proceed with the drilling of the well. The drilling must comply with Lost Pines Groundwater Conservation District rules and must be completed within one hundred eighty (180) days.*

*Dana Gout*  
Joe Cooper, General Manager  
Lost Pines Groundwater  
Conservation District

4-22-14  
Date

Lost Pines Groundwater  
Conservation District Deposit  
Receipt

Michael  
Kresge  
1904 Main  
Bastrop TX 78602-

Has deposited \$100.00 on 4/22/2014 by cash 0  
for the drilling of a water well within the district's boundaries. The deposit will be returned  
upon filing of a well completion report with the district.

*Dana Gout*

*Joe Cooper, General Manager  
Lost Pines Groundwater  
Conservation District*

4-22-14

Date

*This section to be completed by the Director of Water and Wastewater*

---

**Forms Verification:**

- Approved Variance Request Application
  - Proof of Driller's Insurance (attached)
  - Exhibit A (Diagram of Plans For Well)
  - Certificate of Authenticity of Variance From City of Bastrop
  - Copy of the City Council Minutes Reflecting the City's Final Action To Approve This Variance
  - Copy of Well Permit (Issued by Lost Pines Ground Water Conservation District or other applicable authority.)
- 

Permit # \_\_\_\_\_ for water well drilling inside the city limits of Bastrop has been approved and issued to \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Acknowledged By:**

\_\_\_\_\_  
Director, Water and Wastewater, City of Bastrop



CITY OF BASTROP

AGENDA ITEM **D-6**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 21, 2014

MEETING DATE: May 27, 2013

1. Agenda Item: **Consideration, discussion and possible action on approval of a petition for a Variance allowing a private well to be drilled within the city limits of The City of Bastrop Located at 2200 Cedar Street Bastrop TX. 78602.**

2. Party Making Request: **John Meredith**

3. Nature of Request: (Brief Overview) Attachments: Yes  X  No \_\_\_\_\_

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No  X  N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:  NAME/TITLE INITIAL DATE CONCURRENCE   
a) \_\_\_\_\_

8. Staff Recommendation: **Upon Approval from City council per sec. 4.09.022 the party requesting the variance completes the administrative portion of the petition for variance, by requesting a well drilling permit from the Lost Pines Water conservation District. Secondly returning it to the Director of Water wastewater for verification of completion, and be brought back before council for a final decision regarding the Variance; within thirty days of completing the administrative petition.**

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  X  None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_

## City of Bastrop



### Agenda Information Sheet:

City Council Meeting Date:

May 21, 2014

---

**Public Notice Description:** Consideration, discussion and possible action on approval of a petition for a Variance allowing a private well to be drilled within the city limits of The City of Bastrop Located at 2200 Cedar Street Bastrop TX. 78602.

---

**Item Summary:** The property owner of 2200 Cedar Street (John Meredith) is requesting the city council allow a private irrigation well to be drilled on the aforementioned property. The well will be 6 1/4 inches in diameter and an estimated 500' deep. Mr. Meredith has filled out a request for variance and would like the permission of the council to progress forward by requesting a drilling permit from the Lost Pines Groundwater Conservation District. If the request for a permit is approved by the LPGCD the petitioner can complete the administrative application for variance and return to the council for a final decision within thirty days of an administratively complete variance request.

**City Contact:**

Trey Job – Director of Public Works

**Attachments:**

Request for Variance petition

REQUEST FOR VARIANCE - Permit Application

Request For Variance To Drill A Water Well Within The Bastrop City Limits
If approved, this form will also serve as the Well Drilling Permit Application

Applicant's Name: Jon Meredith
Mailing Address: 13314 Council Bluff Dr.
Austin, TX. Zip 78727
Email: jon.meredith@gmail.com

Site Address: 2200 Cedar St.
Bastrop, TX
TAX ASSESSORS PARCEL # R26293
Phone: (512) 585 6249

Is the applicant the OWNER of the property? Yes No

If no, list relationship to property:

Well Driller: David Odom

Consultant:

Driller's Certificate Number: 58556

Mailing Address:

Mailing Address: P.O. Box 70

Zip

Bastrop TX Zip 78602

Phone: ( ) Fax: ( )

Phone: (512) 303-4473 Fax: ( )

Purpose of Water Well: Domestic Irrigation/Ag Commercial Other

If "Other", please describe purpose:

Well Description: Approximate Size/Depth 8 3/4" 120' Location of Well on Property

Cost Estimate For Well (Including Specification) 8 3/4" hole 16.9" casing 400-500G

NOTE: A copy of the engineering plans or detailed description of the operation to be conducted MUST be attached to this application as Exhibit 'A'.

JM (initials) Applicant agrees that after the Variance is granted by the Council, but prior to the issuance of the well drilling permit by the City, the Applicant must provide documentation to the Director of Utilities that he/she has received a well drilling permit from the Lost Pines Ground Water Conservation District (or other applicable authority).

JM (initials) Applicant agrees that NO DRILLING will be allowed until the Permit for Well Drilling has been issued by the City of Bastrop's Director of Utilities.

JM (initials) Applicant agrees that Driller (listed above) has or will perform all of the necessary line checks prior to beginning the requested work on the property.

JM (initials) Applicant agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Applicant.

Jm (initials) Applicant and/or Driller must provide the City with written documentation of the Driller's valid certificate of insurance, covering the general liability for the proposed drilling activities, in the minimum amount of \$1 million US Dollars. In addition, Driller agrees to be liable to the City for any and all damages that may occur as a result of the work on the property, pursuant to the indemnity clause set forth herein, executed and agreed to by the Driller.

Jm (initials) Applicant agrees that this Variance shall remain valid and in affect for 120 days from the date executed by the City. A single extension of 60 additional days may be requested, in writing, by the Applicant and may be granted at the discretion of the Director of Utilities.

**Indemnity Clause:**

To the fullest extent permitted by law, the Driller and the Applicant shall indemnify and hold harmless the City and its' officers, agents, affiliates and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, whether incurred in the investigation or defense of same, arising out of or related to the performance of any of the driller's activities on the property, whether for bodily or personal injury, sickness, disease or death, or injury to or destruction of personal property, including the loss of use of any personal property, in whole or in part, by any negligent, grossly negligent or intentional act or omission of the driller or anyone directly or indirectly employed by or working at the direction of or in concert with the driller.

Pursuant to Section 4.09.002 "Variances" of Chapter 4, Business Regulations, Article 4.09 "Drilling or Mining"; I, Jon Meredith, Name of Applicant, allege that strict compliance with the City's Code of Ordinances would result in undue hardship and hereby request that a variance for water well drilling be granted.

**Acknowledged and Agreed:**

[Signature]  
Applicant / Property Owner

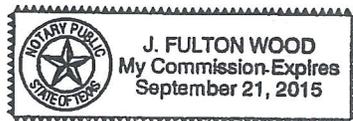
3/1/14  
Date

**Notary:**

State of Texas  
County of TRAVES

Sworn to and subscribed before me on the 1<sup>ST</sup> day of MARCH, 2014  
by JON MEREDITH.

(Seal)



[Signature]  
Notary Public's Signature

Acknowledged and Agreed:

David Adam  
Well Driller

4/9/14  
Date

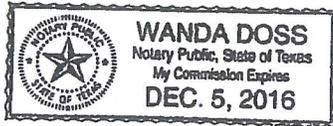
Notary:

State of Texas  
County of BASTROP

Sworn to and subscribed before me on the 9th day of APRIL, 2014

by David Adam.

(Seal)



[Signature]  
Notary Public's Signature

This section to be completed by Mayor of City of Bastrop:

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BASTROP FINDS THAT:**

The circumstances required for granting approval of the above described variance, as set out in Section 4.09.002 of the Code of Ordinances do exist on the Property, and therefore, after consideration of the input received from the Applicant and the City's Staff, the request to grant the variance to the Applicant IS HEREBY GRANTED, with the following conditions, if any:

The above request for a well drilling variance was heard and granted on \_\_\_\_\_ by the City Council of Bastrop. Date

**Ordered and Executed on Behalf of the City Council:**

\_\_\_\_\_  
Mayor, City of Bastrop

STATE OF TEXAS  
COUNTY OF BASTROP

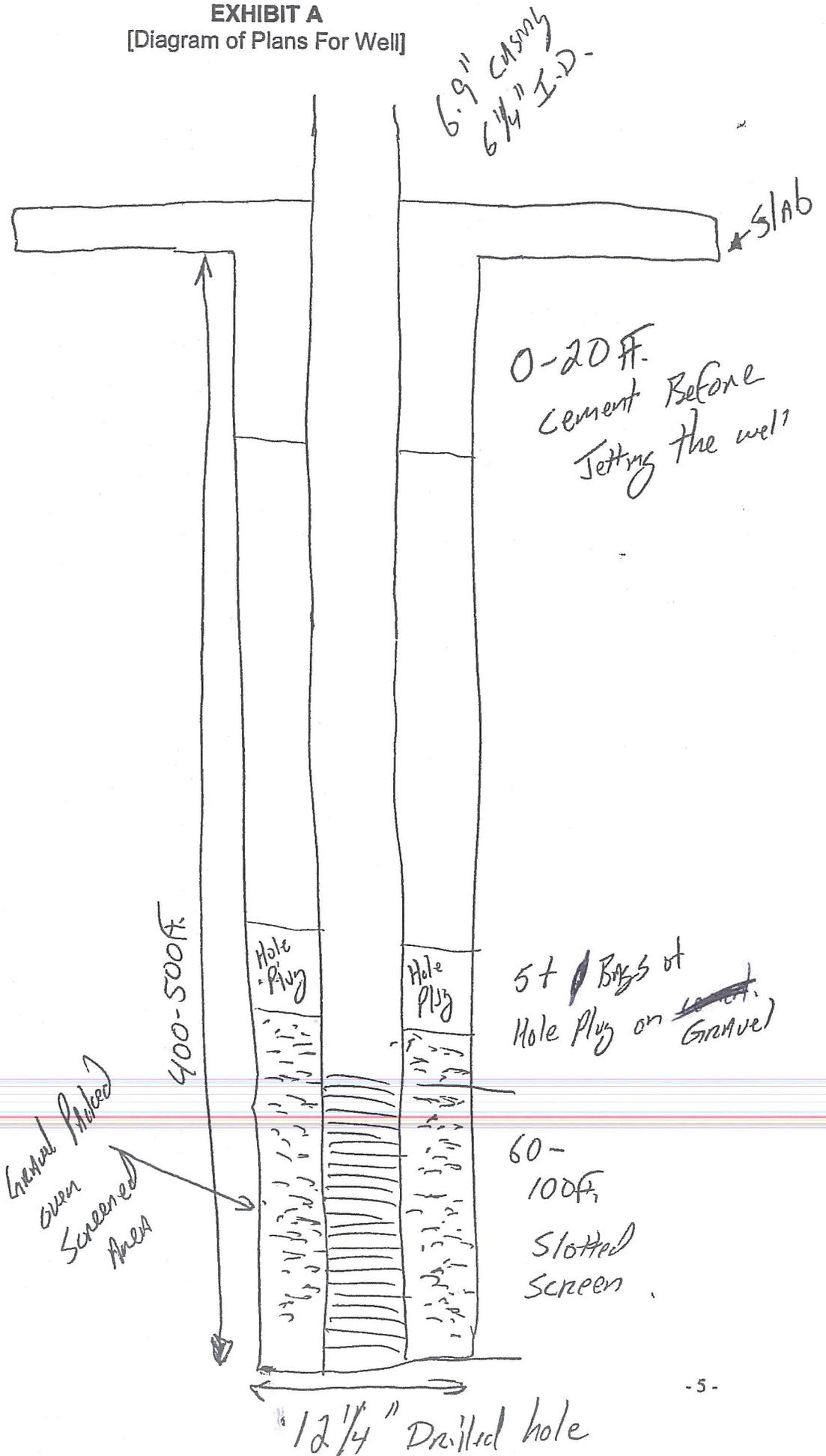
§  
§

I, Elizabeth Lopez, City Secretary of the City of Bastrop, hereby certify that the attached "Action of the City Council of the City of Bastrop Granting a Variance to Drill a Well Within the City Limits" is a true and correct copy of the original document located in the City Secretary's Office, and I further certify that such document accurately reflects the action granting a variance taken by the City Council on \_\_\_\_\_, 20\_\_\_\_\_.

---

Elizabeth Lopez  
City Secretary  
City of Bastrop

EXHIBIT A  
[Diagram of Plans For Well]



*This section to be completed by the Director of Utilities*

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**Forms Verification:**

- Approved Variance Request Application
  - Proof of Driller's Insurance (attached)
  - Exhibit A (Diagram of Plans For Well)
  - Certificate of Authenticity of Variance From City of Bastrop
  - Copy of the City Council Minutes Reflecting the City's Final Action To Approve This Variance
  - Copy of Well Permit (Issued by Lost Pines Ground Water Conservation District or other applicable authority.)
- 

Permit # \_\_\_\_\_ for water well drilling inside the city limits of Bastrop has been approved and issued to \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Acknowledged By:**

\_\_\_\_\_  
Trey Job, Director of Utilities, City of Bastrop

CITY OF BASTROP

AGENDA ITEM **D-7**

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 21, 2014

MEETING DATE: May 27, 2013

1. Agenda Item: **Consideration, discussion and possible action on the Award of Contract to install back up Generator at the Loop 150 Tank yard and the Willow street water treatment plant**

2. Party Making Request: **Trey Job Director of Public Works, Parks and Utilities**

3. Nature of Request: (Brief Overview) Attachments: Yes  No

4. Policy Implication: \_\_\_\_\_

5. Budgeted:  Yes  No  N/A  
Bid Amount: \_\_\_\_\_ Budgeted Amount: \_\_\_\_\_  
Under Budget: \_\_\_\_\_ over Budget: \_\_\_\_\_  
Amount Remaining: \_\_\_\_\_

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE  
a) \_\_\_\_\_

8. Staff Recommendation: After reviewing the Bid tabulation sheet provided by BEFCO engineering Staff recommends awarding the Loop 150 Generator installation J K Utilities Services for the total Cost of \$340,930.00

9. Advisory Board:  Approved  Disapproved  None

10. Manager's Recommendation:  Approved  Disapproved  None

11. Action Taken: \_\_\_\_\_

## City of Bastrop

### Agenda Information Sheet:

City Council Meeting Date:



May 27, 2014

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**Public Notice Description:** Consideration, discussion and possible action on the Award of Contract to install backup Generator at the Loop 150 Tank yard and the Willow street water treatment plant

**Staff Recommendation :** The City of Bastrop was awarded a grant to install two generators at our Water plant facilities located at loop 150 and the Willow street water treatment plant. Bids we opened on May 21, 2014 upon opening the bid it was noted while J K utilities services were not the lowest bid at both locations but was the lowest overall bid for both projects. The staff recommends awarding both projects to J K utility service for the Total cost of \$ 340,930.00

**City Contact:**

Trey Job – Director of Public Works

**Attachments:**

Did Tabulation document

City of Bastrop  
 Storage Tank Yard (Loop 150) Generator  
 BEFCO JOB NO. 13-5994  
 May 21, 2014

T. Morales Company  
 P.O. Box 859  
 Florence, TX 76527

J & K Utility Services, LLC  
 5607 Williamson Rd.  
 Creedmoor, TX 78614

Central TX Water Mtn.  
 P.O. Box 636  
 Buda, TX 78610

Item No.	Est. Qty.	Units	Description in Words	T. Morales Company		J & K Utility Services, LLC		Central TX Water Mtn.	
				Total Price	Total Price	Total Price	Total Price		
1	1	LS	ELECTRICAL DEMOLITION	\$1,300.00	\$2,100.00			\$1,871.00	
2	1	LS	NEW STANDBY DIESEL GENERATOR, AUTOMATIC TRANSFER SWITCH, CONCRETE PAD AND MISCELLANEOUS WIRING	\$73,300.00	\$82,300.00			\$77,029.00	
3	1	LS	DISCONNECT SWITCHES, MINI-POWER ZONE, EQUIPMENT RACK AND MISCELLANEOUS POWER DISTRIBUTION EQUIPMENT	\$30,900.00	\$42,500.00			\$60,067.00	
4	1	LS	SCADA MODIFICATIONS AND UPGRADED GROUNDING ELECTRODE SYSTEM	\$12,700.00	\$19,200.00			\$20,650.00	
5	1	LS	MISCELLANEOUS ELECTRICAL	\$24,600.00	\$7,745.00			\$5,000.00	
<b>TOTAL BASE BID (Items Nos. 1-5)</b>				<b>\$ 142,800.00</b>	<b>\$ 153,845.00</b>	<b>\$</b>	<b>\$</b>	<b>164,617.00</b>	

I certify that this is correct and true to the best of my knowledge and belief.

BEFCO Engineering, Inc. (F-2011)

*[Signature]*

Eugene J. Kruppa  
 Registration No. 43989  
 May 21, 2014



City of Bastrop  
 Water Treatment Plant (Willow Plant) Generator  
 BEFCO JOB NO. 13-5995  
 May 21, 2014

Item No.	Est. Qty.	Units	Description in Words	J & K Utility Services, LLC 5607 Williamson Rd. Creedmoor, TX 78614		T. Morales Company P.O. Box 859 Florence, TX 78610		Central TX Water Mtrnc. P.O. Box 636 Buda, TX 78610	
				Total Price	Total Price	Total Price	Total Price		
1	1	LS	ELECTRICAL DEMOLITION	\$5,675.00		\$1,700.00		\$3,271.00	
2	1	LS	NEW STANDBY DIESEL GENERATOR, AUTOMATIC TRANSFER SWITCH, CONCRETE PAD AND MISCELLANEOUS WIRING	\$94,217.00		\$107,100.00		\$123,159.00	
3	1	LS	DISCONNECT SWITCHES, PANELBOARDS, EQUIPMENT RACK AND MISCELLANEOUS POWER DISTRIBUTION EQUIPMENT	\$55,382.00		\$21,300.00		\$95,537.00	
4	1	LS	SCADA MODIFICATIONS AND UPGRADED GROUNDING ELECTRODE SYSTEM	\$23,411.00		\$8,500.00		\$21,911.00	
5	1	LS	MISCELLANEOUS ELECTRICAL	\$8,400.00		\$60,600.00		\$5,000.00	
<b>TOTAL BASE BID (Items Nos. 1-5)</b>				<b>\$ 187,085.00</b>	<b>\$</b>	<b>\$ 199,200.00</b>	<b>\$</b>	<b>\$ 248,878.00</b>	

I certify that this is correct and true to the best of my knowledge and belief.

BEFCO-Engineering, Inc. (F-2011)



Eugene J. Kruppa  
 Registration No. 43989  
 May 21, 2014

5.21.14

CITY OF BASTROP

AGENDA ITEM:

D.8

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: May 20, 2014

MEETING DATE: May 27, 2014

Agenda Item: CONSIDERATION, AND ACTION WITH RESPECT TO APPROVE AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF BASTROP CERTAIN RIGHT-OF-WAY ACQUISITION RELATED TO THE STATE HIGHWAY 71 IMPROVEMENTS PROJECT.

2. Party Making Request: Michael H. Talbot

3. Nature of Request: (Brief Overview) Attachments: Yes X No \_\_\_\_\_

The attached agreement is known as the "Agreement to Contribute Right of Way Funds". This agreement provides for the City of Bastrop to contribute an amount equal to 10% of the estimated cost of right of way and utility adjustments. Due to the City of Bastrop qualifying as an economical disadvantaged city, an adjustment to the standard 10% has been applied. This adjustment is shown on schedule C of the Agreement. Tx.D.O.T. will handle the right of way acquisition and utility adjustments for the Local Government (LG). However, there are no known utility adjustments at this time. The following is an estimate of cost the City would participate:

Total Estimated cost (Right of Way)	\$1,932,645.00
City of Bastrop 2.7%	\$52,181.42. I would recommend the Council approve this agreement and fund in the amount of \$52,181.42 as being requested by Tx.D.O.T. The source of these funds would be from the October 2013 Certificates of Obligations which were for Right of Way Acquisition.

4. Policy Implication: \_\_\_\_\_

5. Budgeted: \_\_\_\_\_ Yes \_\_\_\_\_ No N/A

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____

6. Alternate Option/Costs: \_\_\_\_\_

7. Routing:	<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a)	_____	_____	_____	_____
b)	_____	_____	_____	_____
c)	_____	_____	_____	_____

8. Staff Recommendation: \_\_\_\_\_

9. Advisory Board: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

10. Manager's Recommendation: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ None

11. Action Taken: \_\_\_\_\_

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Bastrop, Texas, acting through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. SH 71 from 0.268 Miles West of SH 95 to 0.477 Miles West of SH 95, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County: Bastrop  
District : Austin  
ROW CSJ #: 0265-05-077  
CCSJ #: 0265-05-067  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration \_\_\_\_\_  
CFDA #: 20.205

## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

County:	<u>Bastrop</u>
District :	<u>Austin</u>
ROW CSJ #:	<u>0265-05-077</u>
CCSJ #:	<u>0265-05-067</u>
Federal Project #:	<u></u>
Federal Highway Administration	<u></u>
CFDA #:	<u>20.205</u>

reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

#### **4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

Local Government:	State:
	Director of Right of Way Division
	Texas Department of Transportation
	125 E. 11 <sup>th</sup> Street
	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**20. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**21. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**22. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**23. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

County: Bastrop  
 District : Austin  
 ROW CSJ #: 0265-05-077  
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 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
John P. Campbell, P.E.  
Director, Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

County: Bastrop  
District : Austin  
ROW CSJ #: 0265-05-077  
CCSJ #: 0265-05-067  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA #: 20.205

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

County: Bastrop  
 District: Austin  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA #: 20.205

## ATTACHMENT B LOCATION MAP SHOWING PROJECT

SHEET NO.	DESCRIPTION
01	TITLE SHEET
02	PARCEL INDEX AND CONTROL
03	ROW PLAN BEGIN TO 1010+00
04	ROW PLAN 1010+00 TO 1020+00
05	ROW PLAN 1020+00 TO 1030+00
06	ROW PLAN 1030+00 TO 1040+00
07	ROW PLAN 1040+00 TO 1050+00
08	ROW PLAN 1050+00 TO 1060+00
09	ROW PLAN 1060+00 TO 1070+00
10	ROW PLAN 1070+00 TO 1080+00
11	ROW PLAN 1080+00 TO 1090+00
12	ROW PLAN 1090+00 TO 1100+00
13	ACQUISITION TABLE

STATE OF TEXAS  
 DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

PLANS OF PROPOSED  
 RIGHT OF WAY PROJECT

STATE HIGHWAY 71  
 BASTROP COUNTY

ROW CSJ NO. 0265-05-077  
 CONST. CSJ NO. 0265-05-067

PLAT NUMBER	OWNER	PLAT NUMBER
1009+00		
1082+87		

**SURVEY LEGEND**

- = 3/4" IRON ROD WITH ALUMINUM CAP STAMPED
- = 1/2" IRON ROD WITH TYPE II RIGHT-OF-WAY MARKER (FROM COMPLETION OF CONSTRUCTION)
- ⊙ = SET 3/4" IRON WITH TIGHT ALUMINUM CAP STAMPED
- ⊙ = TYPE II MONUMENT FOUND
- ⊙ = TYPE II MONUMENT FOUND
- = 3/4" IRON ROD SET BY "LANDSCAPE" CAP UNLESS NOTED
- = 1/2" IRON ROD SET BY "ROAD" CAP UNLESS NOTED
- ⊙ = IRON PIPE FOUND
- △ = CALCULATED POINT
- ⊙ = PROPERTY LINE
- ⊙ = CENTER LINE
- ( ) = RECORD INFORMATION
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.B.S. = POINT OF BEGINNING
- P.A.C. = POINT OF ANCHORAGE
- = ACCESS ROAD LINE

INDEX = DEED RECORDS OF BASTROP COUNTY TEXAS  
 CENTER = OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY TEXAS  
 TRACT = PLAT RECORDS OF BASTROP COUNTY TEXAS

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANS COORDINATE SYSTEM, CENTRAL ZONE, WITH ALL DISTANCES AND COORDINATES BEING HORIZONTAL DATUM AND ADJUSTED TO THE SURFACE BY PROJECT SURVEY FACTOR OF 1.00001.

THIS MAP IS AN INTERNAL DTDOT DOCUMENT. THE CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

Texas Department of Transportation

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY 5/19/2013  
*Charles A. Chan*  
 DISTRICT SURVEYOR

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY \_\_\_\_\_  
 DIRECTOR OF TRANSPORTATION PLANNING AND DEVELOPMENT

FINAL APPROVAL \_\_\_\_\_  
 DISTRICT ENGINEER

NO EXCEPTIONS  
 NO VARIATIONS  
 ONE RAPID CROSSING

County: Bastrop  
District : Austin  
ROW CSJ #: 0265-05-077  
CCSJ #: 0265-05-067  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration \_\_\_\_\_  
CFDA #: 20.205

**ATTACHMENT C  
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County: Bastrop (City of Bastrop)  
 District: Austin - 14  
 ROW CSJ #: 0265-05-077  
 CCSJ #: 0265-05-067  
 Federal Project #: \_\_\_\_\_  
 Federal Highway Administration \_\_\_\_\_  
 CFDA # 20.205 \_\_\_\_\_  
 Not Research and Development \_\_\_\_\_

**Standard Contractual Agreement  
 Local Government Performs Work  
 EDC Adjustment  
 Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$1,932,645.00	90%	97.3%	\$1,880,463.58	10%	2.7%	\$52,181.42
Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
<b>TOTAL</b>	<b>\$1,932,645.00</b>	<b>90%</b>	<b>97.3%</b>	<b>\$1,880,463.58</b>	<b>10%</b>	<b>2.7%</b>	<b>\$52,181.42</b>

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 26, 2013 by virtue of attached Minute Order No. 113723, and approved a 68 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet. In addition to the 68 percent, an additional 5 percent is included in the adjustment for the existence of an economic development sales tax.

This is an estimate. The final amount of Local Government participation will be based on actual costs.